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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORD & RETURN TO
CT LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071
28926763-MS-DeSoto

21121

Salt 1

Prepared by ~~and return to:~~
Whisper Capital LLC
c/o Benjamin S. Klapper
575 Lexington Avenue, 31st Floor
New York, New York 10022
Telephone: 212-750-5055

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made as of May 1, 2011 by and between WHISPER CAPITAL, LLC, a Delaware limited liability company with an address at c/o Greyhawke Capital Advisors, 340 Pemberwick Road, Greenwich, CT 06831 and telephone number 201-769-5312 ("Assignor"), and FUDO CAPITAL LLC, a Delaware liability company with an address at c/o Greyhawke Capital Advisors, 340 Pemberwick Road, Greenwich, CT 06831 and telephone number 201-769-5312 ("Assignee").

WITNESSETH:

A. Assignor, as Lessor, and Salt Associates Limited Partnership, as Lessee, entered into that certain Ground Lease dated July 26, 2001, as amended (collectively the "Lease"), respecting certain property commonly known as 125 State I Road, South Haven, Mississippi, more particularly described therein and herein with Indexing Instructions, as follows:

PARCEL I:

Lot 1, Second Revision, Office Park Plaza Commercial Subdivision being a part of Section 24, Township 1 South, Range 8 West, in De Soto County, Mississippi as recorded in Plat Book 14, Page 46 in the Chancery Clerk's Office of De Soto County, Mississippi.

PARCEL II:

Together with those certain rights, privileges and easements contained in Easements with covenants and Restrictions Affecting Land Agreement ("ECR") dated November 14, 1975 between Safeway Stores, Inc. and Skaggs Companies, Inc., recorded May 5, 1976, in Warranty Deed Book 120, Page 246 in the office of the Chancery Clerk of De Soto County, Mississippi.

B. Assignor desires to assign the Lease and Assignee desires to assume the Lease, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns and delivers to Assignee all of Assignor's estate, right, title and interest in and to the Lease and Assignee hereby accepts such assignment.

2. Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon Assignor, as Lessor under the Lease accruing or arising on or after the date of this Assignment.

3. In the event any action or suit is brought by a party hereto against another party hereto by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, the prevailing party shall be entitled to recover from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

5. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

6. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

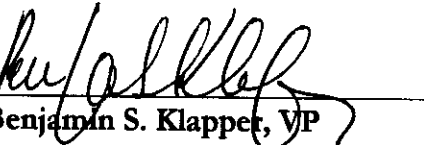
ASSIGNOR:

Whisper Capital, LLC,
a Delaware limited liability company
By: **Whisper Manager LLC,**
its manager

By: 
Benjamin S. Klapper, VP

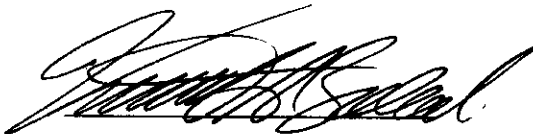
ASSIGNEE:

Fudo Capital LLC
By: **Whisper Manager LLC,**
its manager

By: 
Benjamin S. Klapper, VP

STATE OF NEW YORK
COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority in and for the said county and state, on this ~~28th~~ day of June, 2011, within my jurisdiction, the within named Benjamin S. Klapper, who acknowledged to me that he is a vice president of Whisper Manager LLC, a Delaware limited liability company and manager of Whisper Capital LLC, a Delaware manager-managed limited liability company, and that for and on behalf of said corporation as manager of said limited liability company, and as the act and deed of said corporation as manager of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.



(NOTARY PUBLIC)

Vincent A. Balardi
My commission expires:VINCENT A. BALARDI
Notary Public, State of New York
No. 02BA4961267
Qualified in Westchester County
Commission Expires January 29, 2014

STATE OF NEW YORK
COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28~~th~~ day of June, 2011, within my jurisdiction, the within named Benjamin S. Klapper, who acknowledged to me that he is a vice president of Whisper Manager LLC, a Delaware limited liability company and manager of Fudo Capital LLC, a Delaware manager-managed limited liability company, and that for and on behalf of said corporation as manager of said limited liability company, and as the act and deed of said corporation as manager of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.



(NOTARY PUBLIC)

Vincent A. Balardi
My commission expires:

VINCENT A. BALARDI
Notary Public, State of New York
No. 02BA4961267
Qualified in Westchester County
Commission Expires January 29, 2014